CC/03/31/08. Ord. Parcel: 18238E & 18239E
Project: 2008 Annual Signal Program

SALES AGREEMENT WITH RIGHT OF ENTRY

		•
STATE OF TEXAS	}	
	. {	KNOW ALL MEN BY THESE PRESENTS
COUNTY OF BEXAR	3	•

THAT, GRANOAK OAKDELL, LTD., A TEXAS LIMITED PARTNERSHIP acting by and through its hereinafter referred to as "OWNER" (whether one or more), for good and valuable consideration, the receipt of which is acknowledged, agree(s) to grant, sell and convey certain real property to the CITY OF SAN ANTONIO, hereinafter referred to as "PURCHASER"; a municipal corporation, of the County of Bexar, State of Texas, whose mailing address is P.O. Box 839966, San Antonio, Texas 78283-3966, for the consideration herein stated and subject to the terms herein stated, upon the following described real property, to-wit:

Parcel 18238E - a 0.015 of an acre, or 659 square feet more or less, tract of land out of Lot 1, Block 1, Northgate Subdivision Unit-1, recorded in Volume 9503, Page 116 of the Deed and Plat Records of Bexar County, Texas, described in conveyance to Granoak Oakdell, Ltd., a Texas Limited Partnership in a Special Warranty Deed recorded in Volume 10852, Pages 1000-1005, Official Public Records of Real Property, Bexar County, Texas, all in New City Block (N.C.B.) 17252 of the City of San Antonio, Bexar County, Texas. Said 0.015 of an acre tract being more fully described in Exhibit "A", attached hereto and made a part thereof.

Parcel 18239E - a 0.004 of an acre, or 180 squre feet more or less, tract of land out of Lot 1, Block 1, Northgate Subdivision Unit-1, recorded in Volume 9503, Page 116 of the Deed and Plat Records of Bexar County, Texas, described in conveyance to Granoak Oakdell, Ltd., a Texas Limited Partnership in a Special Warranty Deed recorded in Volume 10852, Pages 1000-1005, Official Public Records of Real Property, Bexar County, Texas, all in New City Block (N.C.B.) 17252 of the City of San Antonio, Bexar County, Texas. Said 0.004 of an acre tract being more fully described in Exhibit "B", attached hereto and made a part thereof.

TOTAL PURCHASE PRICE: \$2,300.00 paid by the "PURCHASER" for the Premises to be conveyed by this contract.

SPECIAL CONDITIONS:

CONSENT AND SUBORDINATION: OWNER hereby agrees to furnish PURCHASER a Consent and Subordination of Lien Agreement, if requested, applicable to the Premises, on or before closing. The form of the Consent and Subordination of Lien Agreement shall be a form as approved by PURCHASER. OWNER further agrees to assist PURCHASER in obtaining such other Consent and Subordination of Lien Agreements as may be reasonably requested by PURCHASER from other parties who have interests in the Premises.

ACCORD AND SATISFACTION: The Purchase Price (exclusive of the Right of Entry payment set out below) includes full accord, satisfaction and compensation for all demands and damages to the remaining property (both real and personal) of the OWNER, if any.

PREPARATION AND EFFECTIVENESS OF DOCUMENTS: The PURCHASER, without expense to the OWNER, shall prepare the conveyance documents and shall bear the expense of all closing costs. LandAmerica Lawyers Title Company shall act as escrow agent and the OWNER, upon demand by the PURCHASER, agrees to deliver all documents necessary, duly executed to the escrow agent at its San Antonio office, and agree that the rights conveyed therein become effective at closing. The Purchase Price is payable at the time of the closing. All documents shall be in form reasonably approved by PURCHASER.

SALES AGREEMENT WITH RIGHT OF ENTRY - PARCEL 18238E & 18239E - PAGE 2 of 2

BINDING EFFECT: This contract shall not be binding upon **PURCHASER** until it is executed by the **PURCHASER**, acting by and through its City Manager or other designated official, and approval is granted by the City Council. This contract contains the entire consideration for the rights conveyed herein, it being agreed and understood that there is no other agreement regarding the Premises between **OWNER** and the **PURCHASER**, or any officer, agent, contractor or employee of the **PURCHASER**.

DEFECTS IN TITLE: If examination of title or any other source discloses any defects in the title, in the opinion of the **PURCHASER**, that cannot be cured in a reasonable time or which negatively impact the value of the Premises, then the **PURCHASER**, in lieu of completing the purchase of the Premises, may proceed to acquire the same by condemnation. The **OWNER** agrees, as an independent stipulation, to such condemnation upon payment of "just compensation". "Just compensation" shall be deemed and is the Purchase Price above stated, which price the **OWNER** hereby, declares to be the fair market value of its interest in the Premises.

NATURE OF INTEREST CONVEYED: Unless stated otherwise specifically below in this provision, the interest to be conveyed pursuant to this contract is/are permanent and irrevocable: <u>PERMANENT TRAFFIC EASEMENT</u>

RIGHT OF ENTRY

It is agreed and understood that OWNER and OWNER'S legal representatives, successors and/or assigns, hereby consent and agree to allow PURCHASER, its agents, employees, and/or its contractors to enter upon and take possession of the Premises immediately upon execution of this contract to permit commencement of construction and any and all activities related thereto. PURCHASER shall pay OWNER the sum of ONE HUNDRED DOLLARS (\$100.00) as full and final consideration for the immediate right of entry and right to commence construction and OWNER acknowledges the sufficiency of such sum as full and final consideration for the right of entry on to the Premises and right of commencement as described herein. The consideration stated herein is independent consideration not included in the Purchase Price and is payment only for the Right of Entry.

EXECUTED this the 10th day of APPLIC	, A.D., 2008.
WITNESS(ES): Mary Lather Laitan	OWNER(S): GRANOAK OAKDELL, LTD. By:
ACCEPTED: CITY OF SAN ANTONIO	OWNER'S ADDRESS: 8050 Oakdell Way Ste. 2604 San Antonio, TX 78240-3931
BY: STEVEN F. HODGES REAL ESTATE MANAGER	PARCEL ADDRESS: Intersection of Oakdell Way and Eckhert Road San Antonio, TX
STATE OF TEXAS } COUNTY OF BEXAR }	
This instrument was acknowledged before me on this the	day of, 2008, by
	Notary Public Signature



LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

utility/traffic signal easement parcel no. <u>182</u>38 E

METES AND BOUNDS DESCRIPTION

(0.016 OF AN ACRE)

Being a 0.016 of an acre, or 689 square feet more or less, tract of land out of Lot 1, Block 1, Northgate Subdivision Unit-1, recorded in Volume 9503, Page 116 of the Deed and Plat Records of Bexar County, Texas, described in conveyance to Granoak Oakdell, Ltd., a Texas Limited Partnership in a Special Warranty Deed recorded in Volume 10852, Pages 1000-1005, Official Public Records of Real Property, Bexar County, Texas, all in New City Block (N.C.B.) 17252 of the City of San Antonio, Bexar County, Texas. Said 0.016 of an acre tract being more fully described as follows:

BEGINNING: At a point on the West right-of-way line of Oakdell Way, a 60-foot right-of-way, the East line of said Lot 1, Block 1, Northgate Subdivision Unit-1. Said point bears South 07 degrees 47 minutes 53 seconds East, a distance of 35.75 feet from a found ½ inch iron rod at the South end of a curve at the Southwest corner of the intersection of Eckhert Road and Oakdell Way;

- THENCE: South 07 degrees 47 minutes 53 seconds East, along and with said West right-of-way line of Oakdell Way, the East line of Lot 1, a distance of 10.00 feet to a point;
- 2) THENCE: South 82 degrees 17 minutes 09 seconds West, departing said West right-of-way line of Oakdell Way, the East line of Lot 1, over and across Lot 1, a distance of 24.14 feet to a point;
- 3) THENCE: North 67 degrees 47 minutes 53 seconds West, over and across said Lot 1, a distance of 33.00 feet to a point;
- 4) THENCE: South 82 degrees 12 minutes 07 seconds East, over and across said Lot 1, a distance of 13.19 feet to a point;
- 5) THENCE: North 07 degrees 47 minutes 53 seconds West, over and across said Lot 1, a distance of 10.00 feet to a point;
- THENCE: North 82 degrees 12 minutes 07 seconds East, over and across said Lot 1, a distance of 15.00 feet to a point;
- 7) THENCE: South 67 degrees 47 minutes 53 seconds East, over and across said Lot 1, a distance of 33.00 feet to a point;
- 8) THENCE: North 82 degrees 17 minutes 09 seconds East, over and across said Lot 1, a distance of 22.33 feet to the POINT OF BEGINNING and containing 0.016 of an acre in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with an exhibit prepared by Pape-Dawson Engineers, Inc.

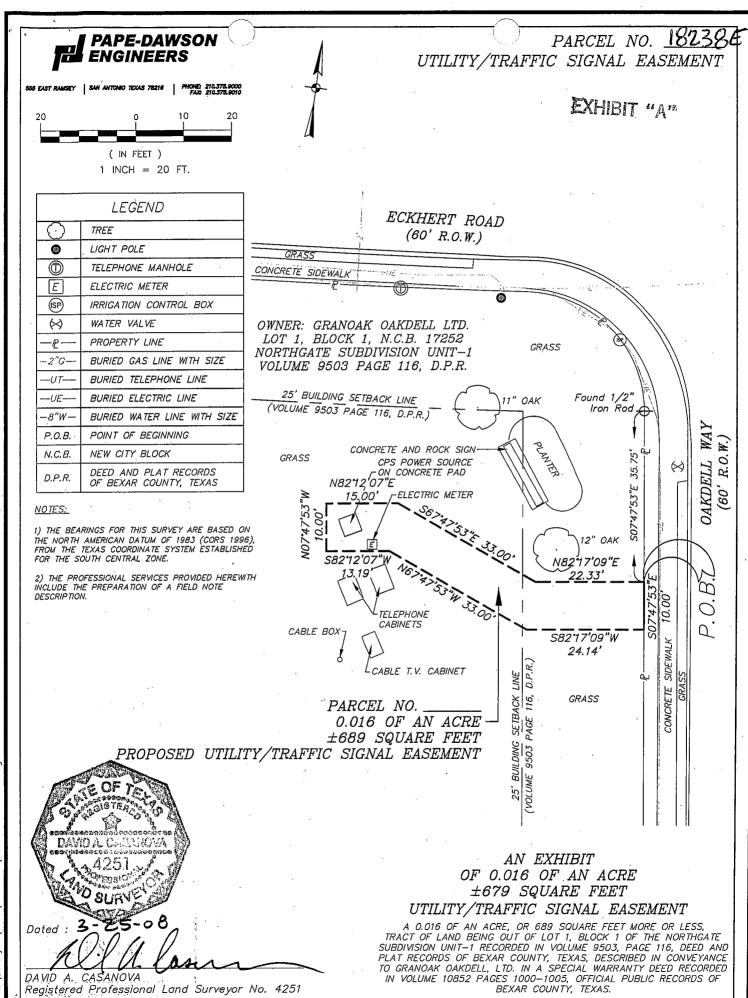
NOTE: The bearings for this exhibit are based on the North American Datum of 1983, (CORS 1996), from Texas Coordinate System established for the South Central Zone.

An exhibit of even date herewith accompanies this legal description.

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3-25-08

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Date: Mar 25, 2008, 7:48am User ID: ACarlin File: N:\Survey07\CIVIL\6764-07\esm1676407-AMC.dwg

TRAFFIC SIGNAL EASEMENT PARCEL NO. <u>182</u>39E

METES AND BOUNDS DESCRIPTION

(0.004 OF AN ACRE)

Being a 0.004 of an acre, or 180 square feet more or less, tract of land out of Lot 1, Block 1, Northgate Subdivision Unit-1, recorded in Volume 9503, Page 116 of the Deed and Plat Records of Bexar County, Texas, described in conveyance to Granoak Oakdell, Ltd., a Texas Limited Partnership in a Special Warranty Deed recorded in Volume 10852, Pages 1000-1005. Official Public Records of Real Property, Bexar County, Texas, all in New City Block (N.C.B.) 17252 of the City of San Antonio, Bexar County, Texas. Said 0.004 of an acre tract being more fully described as follows:

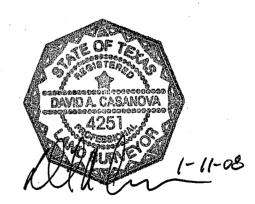
BEGINNING: At a found ½ inch iron rod at the South end of a curve at the Southwest corner of the intersection of Eckhert Road, a 60 foot right-of-way and Oakdell Way, a 60-foot right-of-way on the East line of said Lot 1, Block 1, Northgate Subdivision Unit-1;

- 1) THENCE: South 07 degrees 47 minutes 53 seconds East, along and with said West right-of-way line of Oakdell Way, the East line of Lot 1, a distance of 6.38 feet to a point;
- 2) THENCE: North 40 degrees 13 minutes 30 seconds West, departing said West right-of-way line of Oakdell Way, the East line of Lot 1, over and across Lot 1, a distance of 36.46 feet to a point on said curve to the right at the intersection of the South right-of-way line of Eckhert road with the West right-of-way line of Oakdell Way, also being the North line of Lot 1;
- THENCE: a distance of 33.78 feet along the North line of Lot 1 and said curve to the right having a radius of 25.00 feet along a bearing of South 04 degrees 47 minutes 24 seconds West, a chord of 31.27 feet along a bearing of South 46 degrees 30 minutes 06 seconds East, and an interior angle of 77 degrees 24 minutes 59 seconds to the POINT OF BEGINNING and containing 0.004 of an acre in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with an exhibit prepared by Pape-Dawson Engineers, Inc.

NOTE: The bearings for this exhibit are based on the North American Datum of 1983, (CORS 1996), from Texas Coordinate System established for the South Central Zone.

An exhibit of even date herewith accompanies this legal description.

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PAPE-DAWSON ENGINEERS

20 0 10 20

(IN FEET) 1 INCH = 20 FT.

LEGEND			
0	TREE		
0	LIGHT POLE		
(1)	TELEPHONE MANHOLE		
Ε	ELECTRIC METER		
(SP)	IRRIGATION CONTROL BOX		
\bowtie	WATER VALVE		
<u>-r-</u>	PROPERTY LINE		
-2"G-	BURIED GAS LINE WITH SIZE		
UT	BURIED TELEPHONE LINE		
UE	BURIED ELECTRIC LINE		
-8"W-	BURIED WATER LINE WITH SIZE		
P.O.B.	POINT OF BEGINNING		
N.C.B.	NEW CITY BLOCK		
D.P.R.	DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS		

NOTES:

- 1) THE BEARINGS FOR THIS SURVEY ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (CORS 1996), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.
- 2) THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.



Dated: 1-11-08

Registered Professional Land Surveyor No. 4251

PARCEL NO. 182396 EXHIBIT "B" TRAFFIC SIGNAL EASEMENT

 LINE TABLE

 NO.
 BEARING
 LENGTH

 L1
 S07'47'53"E
 6.38'

R = 25.00 $\Delta = 77^{\circ}24'59''$ T = 20.03'L = 33.78'

-CH = 31.27' CB = S46°30'06"E

Rod

1/2" Iron

Found

OAKDELL (60' R.O.

GRASS

SIDEWALK

CONCRETE

ECKHERT ROAD (60' R.O.W.)

GRASS

OWNER: GRANOAK OAKDELL LTD. LOT 1, BLOCK 1, N.C.B. 17252 NORTHGATE SUBDIVISION UNIT-1 VOLUME 9503 PAGE 116. D.P.R.

25' BUILDING SETBACK LINE (VOLUME 9503 PAGE 116, D.P.R.)

CONCRETE AND ROCK SIGN

GRASS CONCRETE SIDEWALK

> CPS POWER SOURCE ON CONCRETE PAD

0.004 OF AN ACRE ±180 SQUARE FEET— ED TRAFFIC SIGNAL EASEMENT

9503 PAGE 116,

AN EXHIBIT OF 0.004 OF AN ACRE ±180 SQUARE FEET TRAFFIC SIGNAL EASEMENT

A 0.004 OF AN ACRE, OR 180 SQUARE FEET MORE OR LESS, TRACT OF LAND BEING OUT OF LOT 1, BLOCK 1 OF THE NORTHGATE SUBDIVISION UNIT—1 RECORDED IN VOLUME 9503, PAGE 116, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, DESCRIBED IN CONVEYANCE TO GRANOAK OAKDELL, LTD. IN A SPECIAL WARRANTY DEED RECORDED IN VOLUME 10852 PAGES 1000—1005, OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.

Parcel: 18240E Project: 2008 Annual Signal Program

SALES AGREEMENT WITH RIGHT OF ENTRY

STATE OF TEXAS }	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR	MIOW ADDIVIDING THE SET TO SET
THAT, CAVALO CREEK ESTATES Corporation, acting by and through its	HOMEOWNERS ASSOCIATION INC., A Texas Non-Profit
hereinafter referred to as "OWNER" (whe	ther one or more), for good and valuable consideration, the receipt of
which is acknowledged, agree(s) to grant, s	ell and convey certain real property to the CITY OF SAN ANTONIO,
	a municipal corporation, of the County of Bexar, State of Texas, whose
	tonio, Texas 78283-3966, for the consideration herein stated and subject
to the terms herein stated, upon the followin	g described real property, to-wit:

Being 0.032 acres of land, more or less out of Lot 1, Block 11, NCB 18217, OAKRIDGE HEIGHTS SUBDIVISION, UNIT 1, "A PLANNED UNIT DEVELOPMENT", City of San Antonio, BEXAR County, Texas, according to plat, recorded in Volume 9544, Page 63, Deed and Plat Records, BEXAR County, Texas; said 0.032 acres being more particularly described on EXHIBIT "A" attached hereto and made a part thereof.

TOTAL PURCHASE PRICE: \$2,900.00 paid by the "PURCHASER" for the Premises to be conveyed by this contract.

SPECIAL CONDITIONS: The City of San Antonio, by and through its contractor(s), will repair any damaged areas (i.e. rock planters, water sprinklers and grass) to pre-construction conditions or better.

CONSENT AND SUBORDINATION: OWNER hereby agrees to furnish PURCHASER a Consent and Subordination of Lien Agreement, if requested, applicable to the Premises, on or before closing. The form of the Consent and Subordination of Lien Agreement shall be a form as approved by PURCHASER. OWNER further agrees to assist PURCHASER in obtaining such other Consent and Subordination of Lien Agreements as may be reasonably requested by PURCHASER from other parties who have interests in the Premises.

ACCORD AND SATISFACTION: The Purchase Price (exclusive of the Right of Entry payment set out below) includes full accord, satisfaction and compensation for all demands and damages to the remaining property (both real and personal) of the **OWNER**, if any.

PREPARATION AND EFFECTIVENESS OF DOCUMENTS: The PURCHASER, without expense to the OWNER, shall prepare the conveyance documents and shall bear the expense of all closing costs. LandAmerica Lawyers Title Company shall act as escrow agent and the OWNER, upon demand by the PURCHASER, agrees to deliver all documents necessary, duly executed to the escrow agent at its San Antonio office, and agree that the rights conveyed therein become effective at closing. The Purchase Price is payable at the time of the closing. All documents shall be in form reasonably approved by PURCHASER.

BINDING EFFECT: This contract shall not be binding upon PURCHASER until it is executed by the PURCHASER, acting by and through its City Manager or other designated official, and approval is granted by the City Council. This contract contains the entire consideration for the rights conveyed herein, it being agreed and understood that there is no other agreement regarding the Premises between OWNER and the PURCHASER, or any officer, agent, contractor or employee of the PURCHASER.

SALES AGREEMENT WITH RIGHT OF ENTRY - PARCEL 18240E - PAGE 2 of 2

DEFECTS IN TITLE: If examination of title or any other source discloses any defects in the title, in the opinion of the **PURCHASER**, that cannot be cured in a reasonable time or which negatively impact the value of the Premises, then the **PURCHASER**, in lieu of completing the purchase of the Premises, may proceed to acquire the same by condemnation. The **OWNER** agrees, as an independent stipulation, to such condemnation upon payment of "just compensation". "Just compensation" shall be deemed and is the Purchase Price above stated, which price the **OWNER** hereby, declares to be the fair market value of its interest in the Premises.

NATURE OF INTEREST CONVEYED: Unless stated of to be conveyed pursuant to this contract is/are permanent an PERMANENT TRAFFIC EASEMENT	otherwise specifically below in this provision, the interest ad irrevocable.
RIGHT OF ENTRY	
It is agreed and understood that OWNER and OWNER'S consent and agree to allow PURCHASER, its agents, en possession of the Premises immediately upon execution of and any and all activities related thereto. PURCHASED DOLLARS (\$100.00) as full and final consideration for construction and OWNER acknowledges the sufficiency of entry on to the Premises and right of commencement as independent consideration not included in the Purchase Price	nployees, and/or its contractors to enter upon and take f this contract to permit commencement of construction R shall pay OWNER the sum of ONE HUNDRED the immediate right of entry and right to commence f such sum as full and final consideration for the right of a described herein. The consideration stated herein is
EXECUTED this, the day of	, A.D., 2008.
WITNESS(ES):	OWNER(S):
	CAVALO CREEK ESTATES HOMEOWNERS ASSOCIATION Inc.
	BY:
ACCEPTED:	OWNER'S ADDRESS: 300 E. Sonterra Blvd., Ste 350 San Antonio, TX 78258
CITY OF SAN ANTONIO	,
BY: STEVEN F. HODGES REAL ESTATE MANAGER	PARCEL ADDRESS: Intersection of Roan Bluff & Evans Road San Antonio, TX
STATE OF TEXAS } COUNTY OF BEXAR }	
This instrument was acknowledged before me on this the	day of,2008, by
·	

Notary Public Signature

AFTER RECORDING
PLEASE RETURN TO:
Real Estate Section/4th Floor
City of San Antonio
P. O. Box 839966
San Antonio, TX 78283

TRAFFIC SIGNAL EASEMENT

PARCEL NO. 18240E

METES AND BOUNDS DESCRIPTION

(0.032 OF AN ACRE)

Being a 0.032 of an acre, or 1,410 square feet more or less, tract of land out of Lot 1, Block 11, Oakridge Heights Subdivision Unit 1, recorded in Volume 9544, Page 63 of the Deed and Plat Records of Bexar County, Texas, also known as Roan Bluff, a private street. Said Lot 1 being described in conveyance to Cavalo Creek Estates Homeowners Association, Inc., a Texas non-profit corporation in a Special Warranty Deed recorded in Volume 8240, Pages 1060-1061, Official Public Records of Real Property, Bexar County, Texas, all in New City Block (N.C.B.) 18217 of the City of San Antonio, Bexar County, Texas. Said 0.032 of an acre tract being more fully described as follows:

BEGINNING: At a found ½ inch iron rod for the Southernmost Southeast corner of Lot 2, Block 11, N.C.B. 18217, said Oakridge Heights Subdivision Unit 1 on the Northwest right-of-way line of Evans Road, a variable width right-of-way at the South end of the West cutback line at the intersection of Evans Road and said Roan Bluff;

- 1) THENCE: North 14 degrees 25 minutes 59 seconds East, departing the Northwest right-of-way line of Evans Road and along said West cutback line, a distance of 15.71 feet to a point;
- 2) THENCE: North 53 degrees 57 minutes 54 seconds East, departing said West cutback line, over and across Roan Bluff, a distance of 130.78 feet to a point on the East cutback line at the said intersection of Roan Bluff and Evans Road;
- 3) THENCE: South 75 degrees 34 minutes 01 second East, along said East cutback line, a distance of 12.97 feet to a found ½ inch iron rod for the Southernmost Southwest corner of Lot 42, Block 11, N.C.B. 18217, said Oakridge Heights Subdivision Unit 1 on the Northwest right-of-way line of Evans Road at the South end of said East cutback line, the Southeast line of Roan Bluff;
- 4) THENCE: South 53 degrees 57 minutes 54 seconds West, departing said East cutback line and along the Northwest right-of-way line of Evans Road, the Southeast line of Roan Bluff, a distance of 151.15 feet to the POINT OF BEGINNING and containing 0.032 of an acre in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with an exhibit prepared by Pape-Dawson Engineers, Inc.

NOTE: The bearings for this exhibit are based on the North American Datum of 1983, (CORS 1996), from Texas Coordinate System established for the South Central Zone.

An exhibit of even date herewith accompanies this legal description.

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REVISED 3-31-08



